View Instrument Details

Instrument No	13164729.5
Status	Registered
Lodged By	Sundvick, Stephen Neil
Date & Time Lodged	17 Mar 2025 11:39
Instrument Type	Covenant (All types except Land covenants)

Affected Records of Title	**Land District**
1118348	North Auckland
1118349	North Auckland
1118351	North Auckland
1118352	North Auckland
1118353	North Auckland

Annexure Schedule	Contains 8 Pages

Signature

Signed by Stephen Neil Sundvick as Grantor/Grantee Representative on 10/03/2025 11:08 AM

***** End of Report *****

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HARBOUR SIDE DEVELOPMENTS LIMITED
(Owner)

KAIPARA DISTRICT COUNCIL
(Council)

CONSERVATION COVENANT

RM220059C

CONSERVATION COVENANT

DEED dated the 7th day of JANUARY 2025 ~~2024~~

PARTIES

1. **HARBOUR SIDE DEVELOPMENTS LIMITED** ("Owner")

2. **KAIPARA DISTRICT COUNCIL** ("Council")

INTRODUCTION

A. The Owner is registered as proprietor of the Land.

B. The Council is authorised by the Reserves Act 1977 ("**Act**") to obtain conservation covenants in respect of any private land for the purpose of managing that land so as to preserve the natural environment or the landscape amenity or wildlife or fresh water marine life habitat or historical value.

C. The Owner has agreed to grant to the Council a conservation covenant over part of the Land for the purposes of ongoing protection and maintenance of the Covenanted Areas and in accordance with the approved Ecological Management Plan prepared by Rural Design dated September 2024.

THIS DEED RECORDS that:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed unless the context indicates otherwise:

"**Council**" means Kaipara District Council and includes it successors as territorial authority of the district where the Land is situated and, where appropriate, its officers and agents;

"**Covenant Area**" means the areas marked **"A", "B", "C", "D" and "E"** on Deposited Plan **588234**

"**Land**" means the land described in Schedule 1; and

"**Owner**" means the owner named in this deed and includes the Owner's successors but only for so long as they are the registered proprietor of the Land.

1.2 In this deed:

(a) where obligations bind more than one person, those obligations bind those persons jointly and severally;

(b) the schedule to this deed has the same effect as if set out in the body of this deed.

2. COVENANTS

2.1 As from the date of registration of this deed, the Owner covenants under section 77 of the Reserves Act 1977 that it will at the Owner's cost and to the Council's reasonable satisfaction comply with the covenants set out in the Schedule, affecting the Covenant Area.

3. COUNCIL'S ACCEPTANCE

3.1 The Council accepts the terms of this covenant, but without limiting any other rights or powers which the Council may have under any statute, bylaw or regulation except as expressly provided in this deed.

3.2 The Owner's liability under this deed will not be affected by any delay, extension of time or waiver by the Council, or by the Council failing to enforce any of the covenants.

4. BINDING ON SUCCESSORS

4.1 This covenant has effect in perpetuity and binds the Owner's successors in title as Owner of the Land, but not so as to make the Owner personally liable for any breach of covenant committed after the Owner has parted with all interest in the Land.

5. ADDITIONAL WORK

5.1 The Council or Owner may at any time during the term of this covenant by mutual agreement, carry out any work or improvements, or take any action either jointly or individually or the parties may vary the terms of this covenant to ensure the more appropriate preservation of the Covenant Area PROVIDED HOWEVER such agreement is not contrary to the purpose and intent of this covenant specified in Clause C in the Introduction to this covenant.

6. GENERAL

6.1 The Owner is to pay the Council's reasonable legal costs in the preparation and execution of this deed and any release or modification of it.

6.2 Any officer or authorised agent of the Council may obtain access onto the Land to examine and record the condition of the Covenant Area or to carry out protection or maintenance work on the Covenant Area consistent with the objectives set out in this covenant. Before doing so, the Council or its officer or agent is to consult with the Owner.

6.3 Any consent, approval, authorisation or notice to be given by the Council may be given in writing signed by an officer of the Council holding delegated authority to do so, and may be sent by post or Email to the Owner's last known address or to the Owner's agent.

EXECUTION

HARBOUR SIDE DEVELOPMENTS LIMITED)
by its Director in the presence of:)

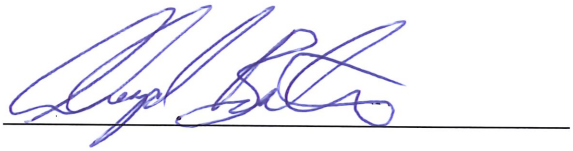
Witness Name: _____

Witness Signature: _____

Witness Occupation: Stephen Neil Sundvick
Solicitor
Wellsford

Witness Address: _____

SIGNED by
KAIPARA DISTRICT COUNCIL
by its authorised signatory)
)
)



Lloyd Barton

Witness Name: KIRSTINE BONNER-JONES

Witness Signature: KBJones

Witness Occupation: KDC OFFICER

Witness Address: KDC MANGAWHAI.

SCHEDULE 1

LAND

Lot 1 DP 588234 (RT 1118348) in respect of covenant area **"A"**;
Lot 2 DP 588234 (RT 1118349) in respect of covenant area **"B"**;
Lot 4 DP 588234 (RT 1118351) in respect of covenant area **"C"**;
Lot 5 DP 588234 (RT 1118352) in respect of covenant area **"D"**;
Lot 6 DP 588234 (RT 1118353) in respect of covenant area **"E"**;

SCHEDULE 2

COVENANTS

1. To ensure the ongoing protection of the Covenant Area, the Owner must manage the Covenant Area with the purpose of:

   (a) protecting and enlarging its ecological value;

   (b) eradicating feral cats, rabbits, deer, goats and possums;

   (c) eradicating noxious weeds, exotics and environmental plant pests;

   (d) providing a suitable habitat for bird life;

   (e) encouraging plants that are a food source to bird life; and

   (f) encouraging the natural regeneration of native vegetation.

2. The Owner must not without the Council's prior written consent allow any of the following to occur or be on the Covenant Area:

   (a) any domestic cats or dogs or grazing animals;

   (b) any building, structure or hoarding;

   (c) any excavation;

   (d) the pumping of any ground water;

   (e) the planting or sowing of any exotic species;

   (f) the removal of any vegetation except for invasive and/or woody weeds;

   (g) the entry by the general public; or

   (h) the accumulation of rubbish or other unsightly or offensive material.

3. The Owner must erect and maintain fencing in stock proof condition around the boundary of the Covenant Area as is necessary to prevent entry to the Covenant Area by grazing animals, but not closer to the bush than the drip-line of the outermost trees. The standard of that fencing is to be a 7-wire fence with posts no more than five metres apart and with a minimum of five battens between each post, with a 4-rail post and rail fence along the south-eastern boundary, and otherwise is to be as defined in paragraph 6 of the second schedule to the Fencing Act 1978.

4. The Owner must undertake animal pest control measures in accordance with the local operative pest management strategy.

5. The Owner may not grant any easements or concessions in respect of the Covenant Area.

6. The Owner shall undertake plant pest control measures to ensure plant pests do not prevent or significantly impair the growth of native seedlings, and shall seek to ensure that plant pest control measures do not adversely affect native species.

7. The Owner shall not light nor permit to be lit any fire within the Conservation Area or on any adjacent land owned or occupied by the Covenantor or under the Covenantor's' control when there may be a risk of fire spreading into the Conservation Area.

8. The Owner may not do anything or allow anything to occur or to remain on the Covenant Area which in the Council's opinion is prejudicial to the aim and purpose of this Conservation Covenant.